

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1 2</b>	
2. AMENDMENT/MODIFICATION NO. <b>0002</b>		3. EFFECTIVE DATE <b>19 December 2003</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY  <b>U.S. ARMY ENGINEER DISTRICT, ALBUQUERQUE CORPS OF ENGINEERS 4101 JEFFERSON PLAZA, N.E. ALBUQUERQUE, NEW MEXICO 87109-3435</b>		CODE		7. ADMINISTERED BY (If other than Item 6)  <b>U.S. ARMY ENGINEER DISTRICT, ALBUQUERQUE CORPS OF ENGINEERS 4101 JEFFERSON PLAZA, N.E. ALBUQUERQUE, NEW MEXICO 87109-3435</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> (✓)		9A. AMENDMENT OF SOLICITATION NO. <b>W912PP-04-R-0002</b>	
						9B. DATED (SEE ITEM 11) <b>21 November 2003</b>	
						10A. MODIFICATION OF CONTRACTS/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**PROJECT: ARKANSAS RIVER FISH AND HABITAT RESTORATION PROJECT, SECTION 206, PUEBLO, COLORADO**

1. This is Amendment No. 2 to Solicitation No. W912PP-04-R-0002; 21 November 2003. The following revisions shall be incorporated into the specifications. All other provisions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  <div style="border-top: 1px solid black; width: 100%;"></div> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA	
		BY <div style="border-top: 1px solid black; width: 100%;"></div> (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

2. SOLICITATION, OFFER, AND AWARD, Standard Form 1442: In Block 13A, change the date for receipt of proposals from "06 Jan 2004" to "08 Jan 2004".
3. Section 00650, WAGE RATES: Delete General Decision Number CO030012, Modification Number 3, in its entirety and replace with General Decision Number CO030012, Modification Number 4, attached hereto.
4. SPECIFICATIONS: Delete the following listed pages and substitute the pages attached hereto. On the revised pages, for convenience, changes are emphasized by the amendment number in parentheses before and after changes from the previous issue. All portions of the revised (or new) pages shall apply whether or not changes have been indicated.

Delete Page

Section 00110, Pages 21 thru 23  
Section 00110, Page 28  
Section 00120, Pages 35 thru 36  
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00800-11  
01270-7 thru 01270-9  
01270-12  
01565-1  
02380-4

Insert Page

Section 00110, Pages 21 thru 23  
Section 00110, Page 28  
Section 00120, Pages 35 thru 36  
Index, Special Contract Requirements, Page i  
00800-11  
01270-7 thru 01270-9  
01270-12  
01565-1  
02380-4

5. DRAWING CHANGES: The following drawings shall be revised as stated below. Bidders are requested to change their drawings for bidding purposes. Successful bidder drawings will be issued to the successful bidder.

- a. Plate Number 25, File Number AR-FH-A-25, Section D/D1, Typical Section View of Rock Beyond Low Flow Portion Drop Structure Opening: Change the note in the lower left corner of the detail that reads "Grout and Cobble (4" min. 6" max.)" to "Gravel and Cobble (4" min. 6" max.)".

////////LAST ITEM////////

SECTION 00650 - WAGE RATES

General Decision Number: CO030012 12/05/2003  
Superseded General Decision Number: CO020012  
State: Colorado

Construction Types: Heavy

Counties: Adams, Arapahoe, Boulder, Denver, Douglas, El Paso,  
Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	08/15/2003
2	09/19/2003
3	10/03/2003
4	12/05/2003

ASBE0028-001 01/01/2003

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 18.57	5.95

\* BR00007-006 10/01/2003

ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS, EL PASO, JEFFERSON,  
AND PUEBLO COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 20.02	8.20

CARP2834-001 05/01/2003

	Rates	Fringes
Millwright.....	\$ 24.49	6.66

ELEC0012-004 09/01/2003

PUEBLO COUNTY

	Rates	Fringes
Electrician.....	\$ 18.98	8.44
Electrical work where the total cost is \$200,000 or less		
Electricians:.....	\$ 24.74	8.44
Electrical work where the total cost is over \$200,000		

ELEC0068-001 06/01/2003

ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS, JEFFERSON, LARIMER,  
AND WELD COUNTIES

	Rates	Fringes
Electrician.....	\$ 27.91	8.67

ELEC0111-001 09/01/2002

	Rates	Fringes
Line Construction:		

Groundman.....	\$ 14.05	20.75%+2.30
Lineman.....	\$ 27.36	20.75%+2.30

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 ELEC0113-002 01/01/2003  
 EL PASO COUNTY

	Rates	Fringes
Electrician.....	\$ 24.10	3%+10.59

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 ELEC0969-002 06/01/2000  
 MESA COUNTY

	Rates	Fringes
Electrician.....	\$ 20.35	4%+5.14

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 ENGI0009-001 05/01/2003

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 20.47	6.22
Blade: Rough.....	\$ 20.17	6.22
Bulldozer.....	\$ 20.17	6.22
Cranes: 50 tons and under.....	\$ 20.32	6.22
Cranes: 51 to 90 tons.....	\$ 20.47	6.22
Cranes: 91 to 140 tons.....	\$ 20.62	6.22
Cranes: 141 tons and over.....	\$ 21.38	6.22
Forklift.....	\$ 19.82	6.22
Mechanic.....	\$ 20.32	6.22
Oiler.....	\$ 19.47	6.22
Roller:		
Self-propelled, all types over 5 tons.....	\$ 20.17	6.22
Self-propelled, rubber tires under 5 tons.....	\$ 19.82	6.22
Scraper: Single bowl under 40 cubic yards.....	\$ 20.32	6.22
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 20.47	6.22
Trackhoe.....	\$ 20.32	6.22

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 IRON0024-003 08/01/2002

	Rates	Fringes
Ironworkers:.....	\$ 22.00	7.61
Structural		

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 LABO0086-001 05/01/2003

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 16.29	4.25

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 PLUM0003-005 08/06/2003  
 ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS (Northern half),  
 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
Plumber.....	\$ 27.02	7.11

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PLUM0020-002 07/01/2003  
PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters		
Free Zone - 0 to 40 miles.....	\$ 20.10	7.57
Zone 1 - 40 miles and over: \$19.85 per hour + \$32.00 per day per diem will be paid on projects over 40 miles (Zone 1) measured in practical driving miles by the shortest route, beginning at 5th and Main Streets in Pueblo, Colorado, when the employee stays overnight or drives their own vehicle.		
Hazardous pay: Add \$2.20 per hour to base rate. Hazardous pay applies to projects at chemical plants, steel mills, cement plants, power generator plants, process piping at manufacturing plants, food processing plants, and all projects which may present a health hazard or serious personal injury.		

PLUM0058-002 07/01/2003  
EL PASO AND DOUGLAS (Southern half) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 24.95	7.90

PLUM0145-002 05/01/2003  
MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 21.53	6.95

PLUM0208-004 08/06/2003  
ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS (Northern half),  
LARIMER AND WELD COUNTIES

	Rates	Fringes
Pipefitter.....	\$ 26.97	7.21

SHEE0009-002 07/01/2003

	Rates	Fringes
Sheet metal worker.....	\$ 26.59	9.70

SUCO2001-006 12/20/2001

	Rates	Fringes
Boilermaker.....	\$ 17.60	
Carpenters:		
All Other Work.....	\$ 15.14	3.37
Form Building and Setting.....	\$ 16.97	2.74
Cement Mason/Concrete Finisher.....	\$ 17.31	2.85
Ironworker, Reinforcing.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23

Skid Loader.....\$ 15.37 4.41

TEAM0435-001 05/01/2000

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 14.21	5.27
Tandem/Semi and Water.....	\$ 14.93	5.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

- Acknowledge that your company's data at the Central Contractor Registration website is current per DFARS 252.204-7004, Required Central Contractor Registration. (This clause is in Section 00700 of this RFP.)

**b. Tab A.** Tab A shall contain the Standard Form (SF) 1442—Solicitation, Offer and Award; Proposal Schedule; and bid guarantee/bond. These documents should be secured within some form of document protector and not "hole-punched". The SF 1442 shall be completed by the Offeror and duly executed with an original signature by an official authorized to bind the company in accordance with instructions at FAR 4.102. Include with the Offeror's name and address in Block 14 of the SF 1442, your company's DUNS, CAGE, and tax identification numbers, and in Block 19, acknowledge all amendments to the solicitation. Your proposed price for this project shall be in the form of the **Proposal Schedule** immediately following the Standard Form 1442. As this is a firm-fixed price contract, price proposals will not be considered which provide for subsequent increases in price. No qualified price proposal of any type will be accepted; therefore, all offers containing such qualifications will be considered unacceptable. Include the **bid guarantee/bond** in this Tab. If the Offeror does not comply with all the requirements of these proposal forms, the proposal may be considered unacceptable and eliminated from consideration.

**c. Tab B.** Tab B shall contain Section 00600, Representations and Certifications. Complete this section of the Request for Proposal, filling in all applicable areas.

**d. Tab C.** Tab C shall contain financial and bank reference information. Provide your latest financial statement, including the names of banks or other financial institutions with which your firm conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that the financial condition is substantially the same, or if not the same, state the changes that have taken place. The financial statement will be treated as confidential. Provide a point of contact with a phone number of one bank reference for the Government to verify general financial information such as average monthly balance or any delinquency on loan payments.

**e. Tab D.** TAB D shall contain the Subcontracting Plan. (The manipulative form can be found in Word format on the CD ROM in the 'Forms' Directory and may be downloaded through Windows Explorer.) Only large business Offerors are required to submit a subcontracting plan. The plan shall be prepared in accordance with FAR 52.219-9, DFARS 252-219-7003, and AFARS Appendix DD. The Offeror shall take into consideration when preparing the required subcontracting plan, that only those subcontracts which are awarded directly by the prime contractor to small and small disadvantaged firms can be included in the plan. Subcontracts to be awarded by a large business subcontractor are subject to the flow-down provisions of the clause and shall be reported by the subcontractor on its own SF 294 and SF 295. Failure to submit an acceptable subcontracting plan shall make the offeror ineligible for the award of the contract. The format for the subcontracting plan and subcontracting goals applicable to this solicitation are attached at the end of this section.

### 3. CONTENTS OF "VOLUME 2, TECHNICAL PROPOSAL"

The Volume 2, Technical Proposal, consists of all information and material submitted in accordance with the following instructions, which will be evaluated under the Factors listed in Section 00120. This volume contains Tabs A through E. Submit one original and five copies of Volume 2, which shall not exceed 100 (one hundred) single-sided pages. Owner/Client Past Performance Surveys and Personnel Resume forms are considered to be "non-text" and are not included in the overall page total. Narrative portions of the proposal shall be in 8-1/2 x 11 inch format using no more than 7 vertical lines per inch, with page margins at least 1-inch wide. Each text page (after the Table of Contents) shall be numbered on the bottom of the page starting with the first page to the last. The Offeror is cautioned to refrain from quoting prices, or other pricing terms of any nature, in this technical portion of the proposal.

- (2) **a. Tab A. FACTOR 1: EXPERIENCE.** Relevant experience shall be submitted using the Project Experience Form provided at the end of this Section. The form should be reproduced for each project submitted and included in your proposal under this tab. If a project is currently under construction, annotate percent of completion on the form. Information provided on the Project Experience Forms will be evaluated for this Factor 1, and will also be used to

support the evaluation of Factor 2, Past Performance (Tab B). Offerors are invited, but not required, to submit photographs of especially successful projects in conjunction with this Tab.

1.) OFFEROR (PRIME CONTRACTOR): Provide no more than five (5) examples of projects within the recent past that are similar to this project in scope and magnitude. Provide an explanation of how these projects are similar in scope and magnitude to the work required in this RFP.

2.) SITE WORK/EARTHWORK SUBCONTRACTOR: (If work will be performed in-house, rather than subcontracted out, provide a statement to that effect and include this experience for the Offeror in paragraph 1.) above.) State the specific subcontractor you intend to utilize for accomplishing the site work/earthwork on this contract. Include a statement indicating whether you (the Offeror) and this subcontractor have worked together on previous projects and if so, provide no more than (3) examples of these projects on the Project Experience Forms. Additionally, utilizing the Project Experience Forms, you may provide no more than three (3) different examples of projects within the recent past that are similar in scope and magnitude to this project for which this subcontractor played a major role. Provide an explanation of how these projects are similar in scope and magnitude to the work required in this RFP. In the event of contract award, this subcontractor, as identified, must be used on this project except as allowed in Section 00800, Special Contract Requirements, regarding substitution of subcontractors after award.

**b. Tab B. FACTOR 2: PAST PERFORMANCE**

1.) Owner/Client Past Performance Surveys. The Offeror shall provide to previous customers a completed "copy" of the respective Project Experience Form submitted under Tab A, Factor 1: Experience along with a blank Owner/Client Past Performance Survey which is shown at the end of this Section. (The manipulative form can be found in Word format on the CD ROM in the 'Forms' Directory and may be downloaded through Windows Explorer.) Customers shall return both forms directly to the Albuquerque District Contracting Division at the address specified on the Owner/Client Past Performance Survey. Surveys must be received by the Contracting Division no later than the proposal due date. For those Offerors who have provided Experience forms for Factor 1 for their site work/earthwork subcontractor, do not obtain Owner/Client Past Performance Surveys for them as the Government will contact the subcontractor's previous customers to obtain this information and will incorporate it into the proposal evaluation.

2.) Small Business Subcontracting Success. This information will be obtained from the Project Experience Forms submitted for the Offeror for Factor 1 (Tab A) and from any other information the Offeror chooses to submit, such as SF 294 and 295, Subcontracting Reports, which evidences small-business subcontracting efforts.

3.) Safety Experience Record. The Offeror shall provide documentation of the firm's safety performance record, including the Experience Modification Rate (EMR) for the previous 3 years.

(2)

**c. Tab C. FACTOR 3: MANAGEMENT PLAN**

1) Key Personnel. Use the Personnel Resume form shown at the end of this Section to provide qualifications for the key personnel who will be dedicated to this project. (The manipulative form can be found in Word format on the CD ROM in the 'Forms' Directory and may be downloaded through Windows Explorer.) Lines may be added to the Personnel Resume form, as needed, to allow input of additional information. The key construction personnel are defined as the a) Construction Project Manager, b) Construction Site Superintendent, c) Contractor Quality Control Manager, and d) Safety Manager. In the event of contract award, these personnel, as identified, shall be used on this project except as allowed in Section 00800, Special Contract Requirements, regarding substitution of key personnel after award.

2) Organization Chart. Provide an overall organization chart that graphically depicts the key positions and their interrelationships for this project.



3.) **Narrative.** Narratively describe the organization, responsibilities, and lines of authority including those for the Quality Control personnel. Describe your resources available to support this project with other projected or ongoing work. State why your firm is especially qualified to undertake this project.

3.) **Small Business Subcontracting Participation.** Identify the type of work/material to be subcontracted on this project to small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantage businesses, and woman-owned small businesses. Identify by name, whenever possible, the specific small business subcontractors that will be utilized on this contract. **(Note, this applies to both large and small Offerors.)**

**d. Tab D. FACTOR 4: PROPOSED SCHEDULE**

(1) 1.) **Capability.** Provide a narrative, describing your scheduling capability and planning organization. Address how you maintain, update and use your schedule. Describe the software you intend to use. The software must support the Corps of Engineers Data Exchange format. In addition, the proposed schedule shall be used as the basis for development of the initial NAS (Network Analysis System). **State in the narrative the total number of calendar days you have shown in your proposed schedule for project execution and acknowledge that this duration will become contractually binding should you receive the award.**

(1)

2.) **Schedule.** The proposed schedule may be of any size but should be folded and inserted within Tab D of the binder. In graphic format, submit a proposed schedule in **calendar days** for construction of this project. This schedule shall clearly show how it compares to the number of calendar days and the sequence of construction as stated in Section 00800 of the RFP. Assume an NTP date of February 17, 2004. The schedule shall be task oriented, indicating the number of calendar days, after notice to proceed, by which major/critical milestones are to be achieved and show proposed completion date of the project.

**e. Tab E. FACTOR 5: TECHNICAL APPROACH.** Based on your understanding of the Design Requirements in Section 01010, describe the technical approach you will take to address the unique challenges, opportunities, and constraints inherent to this project. **The submission for this factor may not exceed fifteen pages, including any explanatory drawings that may be provided.**

**SOLICITATION NO. W912PP-04-R-0002**  
**ARKANSAS RIVER FISH AND HABITAT RESTORATION PROJECT, PUEBLO, COLORADO**  
**PROJECT EXPERIENCE FORM**  
**(VOLUME 2, TAB A)**

## SECTION 00120

### PROPOSAL EVALUATION AND CONTRACT AWARD

#### 1. ELIGIBILITY FOR CONTRACT AWARD

In accordance with FAR 1.602-1(b), no contract shall be entered into unless the Contracting Officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the requirement at FAR 9.103 that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards of FAR 9.104-1 and any special standards set forth in the solicitation in accordance with FAR 9.104-2.

#### 2. SOURCE SELECTION USING THE TRADE-OFF PROCESS

The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between price and technical factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

#### 3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS

All technical evaluation factors, when combined, are approximately equal to cost or price. The Government is concerned with obtaining the most advantageous balance between technical merit (quality) and cost to the Government (price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor. The Government may award a contract on the basis of initial offers without discussions; therefore, the offeror's proposal should contain the best terms from a technical and price standpoint.

(2)

#### 4. EVALUATION OF THE PRICE PROPOSAL

Price or cost to the Government will be evaluated and considered but will not be rated or combined with other aspects of the proposal evaluation. The proposed price will be analyzed for reasonableness. It may also be analyzed to determine whether it is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the Offeror's Technical Proposal. Additionally, all offers with separately price line items will be analyzed for unbalanced pricing. When applicable, the Price Evaluation Preference for HUBZone Small Business Concerns will be applied. The Price Evaluation Adjustment for Small Disadvantaged Businesses will not apply to this procurement as it is currently suspended for DoD.

(2)

#### 5. EVALUATION OF THE TECHNICAL PROPOSAL

The Government will evaluate each Offeror's technical proposal based on how well the proposal addresses each of the Evaluation Factors listed below and further described in the submission requirements in Section 00110. The evaluation process includes an assessment of the Offeror's strengths, weaknesses, deficiencies and risks in addressing the Government's requirements as specified in the solicitation. Technical proposals that do not provide the specified information in the required location in accordance with the submission instructions in Section 00110 may be downgraded. Furthermore, proposals that are generic, vague, or lacking in detail, may be downgraded. Material omission(s) may cause the technical proposal to be rejected as unacceptable.



## 6. FACTORS FOR EVALUATION

a. Volume 1, Price Proposal. This volume will not be evaluated but must be submitted concurrently with Volume 2.

b. Volume 2, Technical Proposal

- Factor 1: Experience (Tab A)
- Factor 2: Past Performance (Tab B)
- Factor 3: Management Plan (Tab C)
- Factor 4: Proposed Schedule (Tab D)
- Factor 5: Technical Approach (Tab E)

## 7. EXPLANATION OF FACTORS FOR EVALUATION

(2)

a. **FACTOR 1: EXPERIENCE (TAB A)** – The Government will evaluate the extent of an Offeror's experience and proposed team's experience (site work/earthwork subcontractor) on projects of similar type, scope, and complexity as compared to the work that is required under this solicitation. Information submitted on projects currently under construction will only be evaluated if the work is completed to an extent from which experience can be creditable, i.e., at least 70% complete. Recent, relevant, and previous teaming experiences are advantageous for evaluation purposes. Projects older than five (5) years will carry little weight for evaluation purposes.

b. **FACTOR 2: PAST PERFORMANCE (TAB B)** – The Government will evaluate performance of the Offeror and the site work/earthwork subcontractor, including safety performance, on past projects. Past performance is the degree of success, in terms of meeting or exceeding technical, cost, schedule and quality objectives, and the demonstrated effectiveness of corrective actions taken in dealing with problems encountered on prior projects. From this information, the government determines an overall risk assessment regarding the Offeror's likelihood of success on the proposed project. In the event an Offeror and its proposed team lacks any record of relevant past performance, the Offeror's past performance will be evaluated neither favorably nor unfavorably.

The past-performance evaluation will also include the extent of previous success in complying with the requirements of FAR clause 52.219-8, Utilization of Small Business Concerns in establishing realistic, yet challenging goals.

The Government will consider information submitted by the Offeror and the past performance surveys submitted by the owner/client along with any other relevant and reliable information that may be obtained from other sources (including information from Government personnel and databases).

(2)

c. **FACTOR 3: MANAGEMENT PLAN (TAB C)** - The Government will evaluate the experience and qualifications of the key personnel proposed for the project. Personnel will be evaluated on their overall professional experience and on specific experience on projects of similar type, scope, and complexity to the work required under this RFP.

The Government will evaluate the management structure, showing organizational charts and the level of authority of the individuals involved specifically with this project.

The Government will evaluate the extent to which small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantage businesses, and woman-owned small businesses are identified as intended subcontractors for this contract, including associated type of work to be subcontracted. Specific identification of small businesses by name will be considered advantageous for evaluation purposes.

d. **FACTOR 4: PROPOSED SCHEDULE (TAB D)**-The Government will evaluate the proposed schedule to determine if the Offeror's plan assures completion within the specified time stated in Section 00800 or within a lesser time proposed by the Offeror. The schedule will be evaluated to determine whether it is complete, reasonable, realistic, and achievable. A schedule proposing less time than required in Section 00800 will be considered advantageous.

I N D E XSPECIAL CONTRACT REQUIREMENTSClause No.Title

1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
2. LIQUIDATED DAMAGES - CONSTRUCTION
3. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS
4. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
5. PERFORMANCE OF WORK BY THE CONTRACTOR
6. PHYSICAL DATA
7. NATIVE AMERICAN GRAVES PROTECTION
8. LAYOUT OF WORK
9. QUANTITY SURVEYS
10. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
11. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS
12. CONTINUING CONTRACTS
13. ENVIRONMENTAL LITIGATION
14. PERMITS AND RESPONSIBILITIES
15. SECURITY CONTRACT LANGUAGE FOR ALL CORPS OF ENGINEERS'  
UNCLASSIFIED CONTRACTS
16. RECOVERED MATERIALS
17. KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR  
CONSULTANTS

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The Contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that the foreign national was legally admitted into the United States and has authority to work and/or go to school in the United States. Such documentation may include a United States Passport, Certificate of United States Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), or Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

16. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials. The contractor must use materials meeting the Recovered Material Advisory Notices (RMANS) if and when they can be obtained in a reasonable amount of time and at the same price as materials that do not meet the specification. A current detailed list of CPG items with their RMANS may be viewed at [www.epa.gov/epaoswer/non-hw/procure/products.htm](http://www.epa.gov/epaoswer/non-hw/procure/products.htm).

- (2) 17. KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS. In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to within the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(2)

- END OF SPECIAL CONTRACT REQUIREMENTS -

## 1.3.13 Item 0017, (BASE ITEM)

Payment will be made at the contract lump sum price for Item, "Concrete-Lining Channel Patch at Station 405+36," payment of which shall constitute full compensation for costs associated with the item of work as shown on the drawings and as specified.

## 1.3.14 Item 0018, (BASE ITEM)

## 1.3.14.1 Payment

Payment will be made at the contract unit price for Item "12-Foot Width Flexible Paved Pedestrian Path, Complete" and shall constitute full compensation for all costs associated with the item of work as specified and shown on the drawings and includes associated excavation, grading and preparation of subgrade, aggregate base course, prime coat, hot mix asphalt top course, and compacted fill placement, as required in accordance with corresponding Detail on Plate 30 of the Contract drawings.

## 1.3.14.2 Measurement

The installed flexible pavement will be measured in place to the nearest square yard as shown in the drawings.

## 1.3.15 Item 0019, (BASE ITEM)

## 1.3.15.1 Payment

Payment will be made at the contract unit price listed on the Schedule for Item "Grouted Stone Drop Structures Nos. 1 through 8 at Station 405+36 to 430+00" satisfactorily placed in the completed work. Price(s) and payment(s) shall constitute full compensation for all associated costs for furnishing, hauling, handling, placing, and maintaining the stone until final acceptance by the Government and includes gravel/cobble fill and furnishing grout and grouting of voids, complete except associated excavation and backfill will be paid separately under the applicable items for this work. No separate payment will be made for the stockpiling of stone, and all costs in connection with stockpiling shall be included in the contract unit price for this item.

- (2) a. Waybills and Delivery Tickets. Copies of waybills or delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all stone used in the construction.

(2)

## 1.3.15.2 Measurement

Stone will be measured for payment by the ton as determined by weighing in the truck on approved scales meeting the requirements of paragraph TRUCKLOAD.

- a. Truckload. Each truckload will be weighed to the nearest 0.10 ton and the final quantity rounded to the nearest whole ton. Stone will be measured for payment by weighing on approved scales before being placed in the work. Scales shall be of sufficient length to permit simultaneous weighing of all



(2) axle loads and shall have an accuracy within 0.2 percent throughout the range of the scales. The scale's accuracy shall be certified by an inspector of the State Inspection Bureau charged with scales inspection within the state in which the project is located prior to weighing any stone. The scales shall be capable of printing a weight ticket, waybill, or delivery ticket that indicates time, date, truck number, and weight.

(2)

(1) Determination of Excess Stone. All stone outside the limits, sizes and tolerances of the cross sections of the structure, except variations so minor as not to be measurable, will be deducted from the quantity of new stone for which payment is to be made and at the discretion of the Contracting Officer shall be removed from the project site and replaced by stone meeting the specified size criteria. In addition to the above, stone, which has been delivered to the site and has been lost or wasted or otherwise not properly incorporated into the final required work, shall be deducted from the quantity for which payment is to be made.

1.3.16 Item 0020, (BASE ITEM)

1.3.16.1 Payment

Payment will be made at the contract unit price listed on the Schedule for Item "Left Bank Stone Terracing At Stone Drop Structures Nos. 5 to 7 at Station 419+70 to 424+65, Complete" for materials satisfactorily placed in the completed work. Price(s) and payment(s) shall constitute full compensation for all associated costs for furnishing, hauling, handling, placing, and maintaining the stone until final acceptance by the Government and includes stone toe and seating boulders and associated excavation and fill as shown on Plate 25, Section A, "Typical Stone Terrace Section". No separate payment will be made for the stockpiling of stone, and all costs in connection with stockpiling shall be included in the contract unit price for stone terracing.

(2) a. Waybills and Delivery Tickets. Copies of waybills or delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all stone used in the construction.

(2)

1.3.16.2 Measurement

Measurement shall conform to the requirements in paragraph 1.3.15.2 Measurement.

1.3.17 Item 0021, (BASE ITEM)

1.3.17.1 Payment

Payment will be made at the contract unit price listed on the Schedule for Item "Right Bank Stone Terracing at Station 405+36 to 424+65, Complete" satisfactorily placed in the completed work. Price(s) and payment(s) shall constitute full compensation for all associated costs for furnishing, hauling, handling, placing, and maintaining the stone until final acceptance by the Government and includes stone toe and seating boulders and associated excavation and fill as shown on Plate 25, Section A, "Typical Stone Terrace Section". No separate payment will be made for the stockpiling of stone,

and all costs in connection with stockpiling shall be included in the contract unit price for stone terracing.

(2)

a. Waybills and Delivery Tickets. Copies of waybills or delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all stone used in the construction.

(2)

#### 1.3.17.2 Measurement

Measurement shall conform to the requirements in paragraph 1.3.15.2 Measurement.

#### 1.3.18 Item 0022, (BASE ITEM)

##### 1.3.18.1 Payment

Payment will be made at the contract unit price for Item "Single Boulder, 8-foot diameter or greater" and shall constitute full compensation for all costs associated with the item of work as specified and shown on the drawings and includes procurement, hauling and handling of boulders, associated excavation, placement, adjustment and shifting of boulders as required for a satisfactory installation.

##### 1.3.18.2 Measurement

Measurement shall conform to the requirements in paragraph 1.3.10.2 Measurement.

#### 1.3.19 Item 0023, (BASE ITEM)

Payment will be made at the contract lump sum price for Item, "Utility Abandonment at Stations 404+00 to 430+00" payment of which shall constitute full compensation for costs associated with the item of work as shown on the drawings and as specified. The contract price includes manhole demolition and adjustments and plugging existing pipe and manholes; and other utility structures.

#### 1.3.20 Items 0024 through 27, (BASE ITEM), Items 0044 through 0047 (OPTIONAL ITEM)

##### 1.3.20.1 Payment

Payment will be made at the contract unit prices for the various items of work and supplies as specified under section 02315 EXCAVATION AND GRADING (EQUIPMENT AND LABOR REQUEST) for work performed as directed by the Contracting Officer (CO). Payment shall constitute full compensation for all associated costs for the required item(s) of equipment and includes furnishing, handling, transporting and storing of equipment and for furnishing all operators, support personnel and supplies incidental to the work. No payment will be made for equipment downtime, mobilization/demobilization or supplies wasted due to negligence on the part of the Contractor. Payment will be made at the applicable contract unit price listed on the Schedule for the following items:

1.3.26 Item 0053, (OPTIONAL ITEM)

1.3.26.1 Payment

Payment will be made at the contract unit price listed on the Schedule for Item "Right Bank Additional Stone Terracing From Drop 1 to Drop 6, Complete" satisfactorily placed in the completed work. Price(s) and payment(s) shall constitute full compensation for all associated costs for furnishing, hauling, handling, placing, and maintaining the stone until final acceptance by the Government and includes stone toe and seating boulders and associated excavation and fill as shown on Plate 25, Section A, "Typical Stone Terrace Section". No separate payment will be made for the stockpiling of stone, and all costs in connection with stockpiling shall be included in the contract unit price for stone terracing.

- (2) a. Waybills and Delivery Tickets. Copies of waybills or delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all stone used in the construction. (2)

1.3.26.2 Measurement

Measurement shall conform to the requirements in paragraph 1.3.15.2 Measurement.

1.3.27 Item 0054, (OPTIONAL ITEM)

1.3.27.1 Payment

Payment will be made at the contract unit price listed on the Schedule for Item "Left Bank Stone Terracing From Drop 1 to Drop 5, Complete" satisfactorily placed in the completed work. Price(s) and payment(s) shall constitute full compensation for all associated costs for furnishing, hauling, handling, placing, and maintaining the stone until final acceptance by the Government and includes stone toe and seating boulders and associated excavation and fill as shown on Plate 25 for "Typical Stone Terrace Section". No separate payment will be made for the stockpiling of stone, and all costs in connection with stockpiling shall be included in the contract unit price for stone terracing.

- (2) a. Waybills and Delivery Tickets. Copies of waybills or delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all stone used in the construction. (2)

1.3.27.2 Measurement

Measurement shall conform to the requirements in paragraph 1.3.15.2 Measurement.

1.3.28 Item 0056, (OPTIONAL ITEM)

Payment will be made at the lump sum contract price listed on the Schedule for item "Additional 645 Lineal Feet of Vegetated Bar, From Station 398+16, Complete." This price shall include full compensation for all work required for the installation of vegetated bar and includes prepared subgrade, select sand and gravel fill and topsoil, stone toe protection including excavation and backfill for stone footer trench where indicated on the contract plans, soil lifts with geotextile fabric, cobble trench, coir fabric, and coir fabric blocks as indicated on the plans and specifications.

Specifications: Arkansas River Fisheries, Habitat Restoration,  
Pueblo, Colorado

SECTION 01565

DIVERSION AND CARE OF WATER

PART 1 GENERAL

1.1 SCOPE

This section describes drainage, disposal, and/or diversion of any water as required to the extent that allows construction activities to proceed as intended for performance of this contract work. The work includes care and any necessary diversion of water in the following locations for the duration of the construction period.

- a. Arkansas River
- b. Any unnamed tributaries that may be identified during the course of construction.
- c. Runoff from excavation and grading areas.
- d. Drainage of groundwater from excavation and drainage areas.

1.2 GENERAL REQUIREMENTS

- (2) All permanent work as indicated in the Contract drawings shall be constructed in areas free from water (except as noted in the following sentence). The boulder clusters, single boulders, and the riverbed equipment/channel reshaping may be constructed without dewatering, during low flow river conditions. The Contractor shall provide adequate equipment, labor, and materials to dewater all permanent work areas and shall keep the work areas free from water until that portion of the permanent work below the water level has been completed. Provide dewatering systems at the various work sites as required to render and maintain required excavations in a dewatered condition, and to allow required excavations and other construction operations to be performed in areas free from water. (2)

1.2.1 Design

The Contractor is responsible for design of all systems and facilities for control and diversion of water. For the purpose of stream diversion, the Contractor will be permitted to use any method approved by the Contracting Officer, such as temporary pipes or flumes, cofferdams or a temporary gap in a barrier structure. The diversion facilities for Arkansas River shall have a capacity to convey the entire flow of the river. The Contractor shall not impede, delay or diminish river flows throughout the life of the Contract.



#### 2.1.1.1 Quality

Suitable tests and service records shall be used to determine the acceptability of the stone protection materials. Required testing is provided in Table 1.

Table 1. Large Stone Testing Requirements (EM 1110-2-2302, 24 October 1990, Table 6-1)

Test		Minimal Criterion	
Unit Weight		dry unit weight greater than 160 lbf/ft <sup>3</sup>	
(2)	Absorption	less than 2%	(2)
	Sulfate Soundness	less than 5% loss	
	no deterioration except minor crumbs from surface		
(2)	Abrasion	less than 35% loss for 500 revolutions	(2)
	Freezing-Thawing	less than 10% loss for 12 cycles	
	Wetting-Drying	no major progressive cracking	
	Drop Test	no breaking or cracking	

#### 2.1.1.2 Testing Frequency

Three consecutive test samples shall pass each of the test requirements of Table 1. from each stone source.

#### 2.1.1.3 Dimensions

Stone sizes shall adhere to those described in the drawings. Length to thickness shall not exceed 3:1, respectively.

#### 2.1.2 Bedding Material

Bedding material shall consist of sand, gravel, or crushed stone and be well graded. The material shall be composed of tough, durable particles, shall be reasonably free from thin, flat and elongated pieces, and shall contain no organic matter nor soft, friable particles in quantities considered objectionable by the Contracting Officer.

#### 2.1.3 Riprap and Stone Barriers

Stone for riprap and stone barriers shall be durable and of a suitable quality to insure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, seams, and other defects that would tend to increase unduly its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted.

Arkansas River Fisheries, Habitat Restoration, Pueblo County, CO  
 Pre-Proposal Conference  
 December 9, 2003. 10:00 a.m.  
 List of Attendees

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